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**Outsource Financial, Inc.**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF WYOMING**

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OUTSOURCE FINANCIAL, INC.,

Plaintiff,

Case No.: \_\_\_\_\_

v.

TINA FIFE and R&R TRANSPORT,  
INC., a Wyoming corporation,

Defendants.

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**COMPLAINT FOR DAMAGES**

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**COMES NOW** Plaintiff, Outsource Financial, Inc., by and through their attorneys, HOLMES & WISELEY, P.C., and MACY LAW OFFICE, P.C., and hereby asserts claims against Defendants, Tina Fife and R&R Transport, Inc., as follows:

**NATURE OF ACTION**

1. This is an action for damages against Defendants arising out of their guarantee of payments related to a contractual agreement entered into on August 16,

2023. In the contractual agreement, R&R Transport, Inc. (an alter ego of Defendant Fife) (“R&R”), and Tina Fife (“Fife”) agreed to repay a debt owed to Plaintiff, Outsource Financial, Inc. (“Outsource”), in the total amount of \$494,169.25. The payments were to be made as follows:

- \$123,728 on September 1, 2023;
- \$127,782 on October 1, 2023;
- \$128,992.25 on November 1, 2023; and
- \$113,667 on December 1, 2023.

2. The contract was executed by Fife personally and on behalf of R&R. The contract is attached hereto as **Exhibit 1**.

3. Defendants Fife and R&R have failed to make any of the payments and, consistent with the agreement, they are in default for the entire amount.

### **PARTIES, JURISDICTION AND VENUE**

4. Plaintiff Outsource is a Colorado corporation, and its principal place of business is located at 1308 Truxtun Drive, Fort Collins, Colorado, 80526.

5. Defendant Fife, upon information and belief, is a citizen of the state of Wyoming, residing at 2778 Torrington Road, Cheyenne, Wyoming, 82009-9259.

6. Defendant R&R is the alter ego of Defendant Fife. It was a previously Department-of-Transportation-endorsed interstate motor carrier with its principal place of business in the state of Wyoming. Upon information and belief, it is or was incorporated under the laws of the state of Wyoming and its principal place of business is located at 2778 Torrington Road, Cheyenne, Wyoming, 82009-9259. It is believed Fife allowed the corporation to lapse and utilized the name as a D/B/A or alter ego.

7. This Court has original jurisdiction over this action pursuant to 28 USC §1332(a) (Diversity) as the amount in controversy exceeds the amount of \$75,000 exclusive of interest and costs; and the Plaintiff and Defendants are citizens of different states.

8. Venue is proper in this Court pursuant to 28 USC §1391(b) on the grounds that the events giving rise to this action took place in this judicial district.

### **FACTUAL ASSERTIONS**

9. Plaintiff realleges and reincorporates by reference the allegations contained in Paragraphs One through Eight above as if fully restated herein.

10. On August 16, 2023, R&R and Fife executed a payment agreement, which is attached to this Complaint as **Exhibit 1**. Therein it is stated:

#### **PAYMENT AGREEMENT**

I understand and agree that I am financially responsible for the payment of all services received in the amount stated below. I agree to pay the amount(s) by the due dates as follows:

Customer Name: R&R Transport (Tina Fife)

Customer Address: 2778 Torrington Rd. Cheyenne, WY 82009

Total balance as of 8/14/23 - **\$494,169.25**

11. The contract went on to outline the payments that were to be made by the Defendants over 4 successive months, starting 9/1/2023 through 12/1/2023:

Payment amount: <u>\$123,728.00</u>	Due date: <u>9/1/23</u>
Payment amount: <u>\$127,782.00</u>	Due date: <u>10/1/23</u>
Payment amount: <u>\$128,992.25</u>	Due date: <u>11/1/23</u>
Payment amount: <u>\$113,667.00</u>	Due date: <u>12/1/23</u>

12. The contract further provided that payments shall be considered delinquent if not received by the payment due date noted. “If any scheduled payment related to this agreement is delinquent during the term of this agreement, it is immediately considered in default, and the entire amount, penalties and interest shall be due and payable immediately to avoid further credit action.”

13. The document was personally signed by Fife on August 16, 2023, as noted above.

14. Demand for payment for the full amount has been made to Fife and R&R prior to filing this lawsuit but the demand was ignored.

15. It is undisputed that Defendant Fife and Defendant R&R failed to make any of the payments provided for under the contract and have since failed to respond to Plaintiff’s requests for payment.

16. Upon information and belief, R&R is an alter ego of Fife, and that Fife continued to operate after losing USDOT authority and after the corporation was liquidated or ceased lawful operation. It is believed that she has opened a more recent reincarnation of R&R (name unknown) in an attempt to avoid its and Fife’s legal obligations and debts.

17. Consistent with the contract entered into by Defendants, they are responsible to pay Plaintiff Outsource \$494,169.25, plus all statutory interest and all other relief the finder of fact determines they are entitled to and to be deemed proper and just by this Court.

### **COUNT I—BREACH OF CONTRACT**

18. Plaintiff realleges and reincorporates by reference the allegations contained in Paragraphs 1 through 17 above as if fully restated herein.

19. As set forth above, Defendants agreed to make payment of \$494,169.25 pursuant to the contract attached hereto as **Exhibit 1**.

20. It is undisputed that Defendants have failed to pay said sums totaling \$494,169.25 and have failed to pay any accompanying statutory interest.

21. The Defendants each stand in breach of contract (**Exhibit 1**).

22. The Plaintiff is entitled to pre-judgment interest in accordance with Wyo. Stat. § 40-14-106(e) at the rate of 7 percent as the sum demanded in a liquidated amount.

23. The Plaintiff requests an award of reasonable attorney fees and costs incurred in the discretion of the Court in accordance with Wyo. Stat. § 1-14-126(b).

**WHEREFORE**, Plaintiff respectfully requests a judgment against the Defendants in the amount of \$494,169.25 in liquidated damages p all statutory interest, attorney fees and costs; and for such other relief as may be deemed proper and just by the Court.

**DATED:** May 14, 2025.

**OUTSOURCE FINANCIAL, INC.,  
Plaintiff**

By: /s/ Mark E. Macy (Original Signature on File)

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